

EXHIBIT 1

22-336-cv

Oglevee v. Generali U.S. Branch

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 2nd day of November, two thousand twenty-two.

PRESENT: RAYMOND J. LOHIER, JR.,
SUSAN L. CARNEY,
ALISON J. NATHAN,
Circuit Judges.

REBECCA OGLEVEE, KRISTEN JOHNER,
RENEE CLONTS, MELISSA GARNER,
AMITABH SHARMA,

Plaintiffs-Appellants,

AMY FLANIGAN, SHELLEY KEITH,
MATTHEW NIXON, KARI NIXON, RICHARD
ROBBINS, VAL DZIAGWA, on behalf of
themselves and all others similarly situated,

1 *Plaintiffs,*

2
3 v.

No. 22-336-cv

4
5 GENERALI U.S. BRANCH, CUSTOMIZED
6 SERVICES ADMINISTRATORS, INC.
7 GENERALI GLOBAL ASSISTANCE AND
8 INSURANCE SERVICES,
9

10 *Defendants-Appellees.*
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12 -----
13

14 FOR PLAINTIFFS-APPELLANTS

JAMISEN A. ETZEL, Lynch
Carpenter, LLP, Pittsburgh, PA
(David E. Kovel, Kirby
McInerney LLP, New York,
NY, Bryan L. Clobes, Cafferty
Clobes Meriwether & Sprengel
LLP, Media, PA, *on the brief*)

22 FOR DEFENDANTS-APPELLEES

ARCHIS A. PARASHARAMI,
Mayer Brown LLP,
Washington, DC (Bronwyn F.
Pollock, C. Mitchell Hendy,
Mayer Brown LLP, Los
Angeles, CA, *on the brief*)

29 Appeal from a judgment of the United States District Court for the
30 Southern District of New York (John G. Koeltl, *Judge*).

31 UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED,
32 AND DECREED that the judgment of the District Court is AFFIRMED.

1 Plaintiffs-Appellants appeal from a judgment of the United States District
2 Court for the Southern District of New York (Koeltl, J.) dismissing their claims
3 for breach of contract, unjust enrichment, conversion, bad faith, and breach of the
4 implied covenant of good faith and fair dealing, pursuant to Federal Rule of Civil
5 Procedure 12(b)(6). We assume the parties' familiarity with the underlying facts
6 and the record of prior proceedings, to which we refer only as necessary to
7 explain our decision to affirm.

8 Plaintiffs-Appellants filed this consolidated class action suit based on
9 travel insurance policies provided by Generali US Branch and Customized
10 Services Administrators, Inc., (together, "Generali") for scheduled trips that were
11 cancelled as a result of the COVID-19 pandemic. On appeal, Plaintiffs-
12 Appellants challenge only the District Court's dismissal of their breach of
13 contract and unjust enrichment claims. They argue that the travel insurance
14 policies' relevant general exclusion does not apply, that the coverage provisions
15 for "quarantine" and "natural disaster" apply, and that Generali was unjustly
16 enriched by portions of the insurance premiums attributable to post-departure
17 coverages.

18 Applying state law — of Georgia, Oregon, Missouri, Utah, Pennsylvania,

1 and Florida—the District Court considered and rejected these arguments.

2 Having reviewed the District Court’s Rule 12(b)(6) dismissal de novo, see Dolan

3 v. Connolly, 794 F.3d 290, 293 (2d Cir. 2015), and having considered the parties’

4 arguments on appeal, we affirm for substantially the same reasons set forth in

5 the District Court’s December 21, 2021 opinion and order.¹

6 We have considered Plaintiffs-Appellants’ remaining arguments and

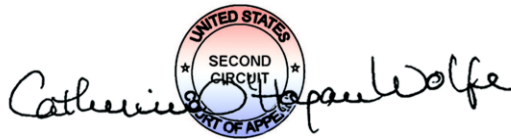
7 conclude that they are without merit. For the foregoing reasons, the judgment

8 of the District Court is AFFIRMED.

9 FOR THE COURT:

10 Catherine O’Hagan Wolfe, Clerk of Court

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 A circular seal of the United States Second Circuit Court of Appeals is stamped over the signature. The seal contains the text "UNITED STATES", "SECOND CIRCUIT", and "COURT OF APPEALS" around a central star. The signature "Catherine O'Hagan Wolfe" is written in cursive over the seal.

¹ Although we do not adopt all of the District Court’s reasoning as to Plaintiffs-Appellants’ eligibility for “natural disaster” coverage, we agree with its conclusion that those claims—asserted by Clonts, Johner, and Garner—are barred by the policies’ “travel restrictions” exclusion.